

C U L P E P E R R E G I O N A L A I R P O R T

C J R

B R A N D Y S T A T I O N , V I R G I N I A

A I R P O R T O P E R A T I N G P R O C E D U R E S A N D M I N I M U M S T A N D A R D S

Approved by the Culpeper County Board of Supervisors October 2001



Mission, Vision and Guiding Principles

Culpeper County Airport is a customer service oriented County enterprise. We operate and maintain general aviation facilities supporting our mission, vision, and guiding principles.

Our Mission is to provide:

An engine for economic development in the County.

A transportation hub for business and the general population of Culpeper County as well as the surrounding communities.

*The **very best general aviation facilities and services** in Virginia.*

The measure of success is determined by several factors.

- The **growth of the airport** with respect to economic development.
- The **quality and quantity of air transportation** available to the community and businesses located in Culpeper County.
- The **Customer satisfaction** of all users of the airport.

Our Vision is:

*To set the standard for general aviation airports. “**Model Airport**” and “**Personal Excellence**” will be our trademarks.*

We will be guided by the following principles:

People are our most valuable resource. They will be treated with dignity and respect.

Innovation is our path to continuous improvement in processes, productivity, effectiveness and efficiency.

Personal growth and professional development will be fostered through leadership, education and training.

Teamwork is the key to success. Promote the exchange of ideas at every level of the airport operation.

Good Neighbor is the hallmark by which we will be known.

Manage all resources to provide the most productive and efficient use of taxpayer dollars.

Conserve natural resources and preserve the environment.

Value honesty, integrity and the highest standards of moral and ethical conduct.

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CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

These airport Rules and Regulations, hereinafter referred to as Operating Procedures and Minimum Standards, (OPMS) are adopted to establish the necessary administrative, operational and safety Rules and Regulations for the management in governing the use of the Culpeper County Airport (CJR). The Rules and Regulations also ensure that airport tenants and customers operate in a safe and orderly fashion and restrict (or prevent) any activity or action which would interfere with the use of the airport. The planned, controlled, and professionally engineered growth of the Airport, through FAA and VDOA Airport Improvement Program Grants, is identified as a primary objective to promote economic development and industry in Culpeper County. This supplementary economic development and growth will result in additional employment opportunities and provide a superior Airport facility for the aviation community. A key purpose of the Rules and Regulations is to enhance the ability of the Airport to fulfill its role as a general aviation airport, as described in the Virginia Air Transportation System Plan. These OPMS apply to everyone using the Airport.

Section 2 Airport Manager

The Airport Manager is responsible and authorized to take all actions necessary to regulate, benefit and protect the public who use the Airport, to regulate aircraft and vehicular traffic at the Airport, and to oversee all Airport operations consistent with these OPMS, and the laws of the Commonwealth of Virginia. The Airport Manager is the County staff representative on the Airport Advisory Committee for all Airport matters.

Section 3 Rules and Regulations

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport shall be conducted in conformity with these OPMS, as well as all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, VDOA, the Commonwealth of Virginia, the United States and the NFPA. In the event of any conflict between these OPMS and any statute, ordinance, law, rule, regulation, order or ruling of any governmental entity cited in this section and exercising the same or similar jurisdiction, the latter shall prevail. The violation of any such statute, ordinance, law,

rule, regulation, order or ruling shall constitute a violation of these OPMS, as fully as if such statute, ordinance, law, rule, regulation, order or ruling had been set forth herein.

Section 4 Insurance

- a. Each Fixed Base Operator (FBO) , shall maintain the types and amounts of insurance described in this Section.
- b. The FBO shall use only responsible insurance companies of recognized standing which are authorized to do business within the State of Virginia. The insurance companies shall have a Best's Rating of at least "B++" and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports and during the calendar year to maintain financial conditions as required by the Virginia Bureau of Insurance. The amounts of the insurance shall not be deemed a limitation on the FBO's liability to the County, and if the County or any of its authorized agents, officers, representatives or employees, become liable for an amount in excess of the insurance, the FBO agrees to indemnify, defend, save and hold harmless, the County, its agents, officers, representatives and employees for the whole thereof.
- c. Each FBO shall deliver to the Airport Manager, copies of all certificates of insurance for required insurance, any policy amendments and policy renewals and any additional information related to required insurance. Each policy shall require the insurer to provide at least 30 days prior written notice to the County, of termination or cancellation.
- d. Each FBO shall submit to the appropriate insurer, timely notices and claims of all losses insured under any required insurance policy, pursue such claims diligently and comply with all terms and conditions of required insurance policies. Each FBO shall promptly give the Airport Manager copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each FBO shall make all policies for required insurance, policy amendments and other related insurance documents, available for inspection and photocopying by the Airport Manager or the County, upon reasonable notice.
- e. Each FBO shall maintain the following insurance policies as required insurance under these Rules and Regulations:
 - (1) Workers Compensation and Employers Liability Insurance. This insurance will pay the lessee's obligation under Workers

Compensation Law of Virginia. Employers liability coverage shall provide limits of at least \$100,000 each accident for bodily injury and \$100,000 each employee for disability. The total policy limit for disability shall be at least \$500,000.

- (2) General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of any occurrence(s) which may take place during the policy period. The general liability form shall provide limits of at least the following, with no deductible:
 - (a) \$1,000,000 each occurrence for bodily injury and property damage.
 - (b) \$1,000,000 each incident for personal and advertising injury.
 - (c) \$1,000,000 product-completed operation aggregate.
 - (d) \$1,000,000 general aggregate.
- (3) Business Automobile Liability Coverage. Business automobile liability insurance shall apply to any automobile, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$1,000,000 for each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
- (4) Aircraft Liability Insurance. This insurance shall provide aircraft liability, including temporary substitute aircraft and non-owned aircraft liability, to a combined single limit of at least \$1,000,000 limited to \$100,000 each passenger per occurrence. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.
- (5) Hangarkeepers Liability Insurance. Hangarkeeper's legal liability coverage shall include protection for those lessees operating a hangar storage or aircraft maintenance/repair service to a limit of at least \$240,000 each loss.

The County is to be included as additional insured on all required policies.

The contractual liability coverage shall include protection for the FBO from claims arising out of the liability assumed under the

indemnification provisions of these Rules and Regulations.

- f. Any Person conducting an Aeronautical Activity for the public at the Airport under the supervision of, or pursuant to an arrangement with, an FBO shall not be required to obtain the insurance described above as long as the insurance policy or policies of the FBO covers that person to the same extent and in the same amount as the applicable insurance policy described above.
- g. Independent Contractors (Flight Instructors and mechanics) authorized by the County to conduct an Aeronautical Activity for the public at the Airport shall provide \$1,000,000 combined insurance for public liability and property damage to protect the operation and the County from legal liability. The insurance companies shall have a Best's Rating of at least B++ and a financial size of Class VII or better in the latest edition of Best's Insurance Reports.
- h. Insurance for aircraft registered in Virginia shall be in accordance with Code of Virginia, Chapter 8.1, Title 5.1-88.1 through 6, and is established as the minimum coverage for any insurance not already required in the rules and regulations. This coverage shall be as follows:
 - (1) \$50,000 bodily injury or death of one person.
 - (2) \$100,000 bodily injury or death of two or more persons.
 - (3) \$25,000 property damage protection.
 - (4) \$250,000 single limit policy.

Section 5 Reporting Requirements

- a. In order to promote and maintain safety at the Airport, the pilot or FBO is required to report promptly to the Airport Manager, any bodily injury requiring medical attention, or any damage to property at the Airport, or any other accident, incident, occurrence or unsafe practice relating to any aircraft which any one of the above owns, leases, flies; or any Aeronautical Activity involved in any of the above scenarios. A report is attached as **APPENDIX "D."** If the accident or incident report is required under NTSB, Part 830, a copy of that information may be submitted to the Airport Manager in lieu of the form in **APPENDIX "D."**
- b. The following is a representative list, although not intended to be an inclusive list of accidents, incidents, unsafe practices or occurrences:
 - (1) Aircraft landing off the runway without prior permission of the Airport manager.

- (2) Aircraft breaking runway or taxiway lights.
- c. The report shall include the following information:
 - (1) Location, date and time of incident and the identity of each person and aircraft involved.
 - (2) Nature of any injuries suffered by any person as a result of the incident, and the name and address of any Person injured.
 - (3) Nature and extent of any property damage occurring as a result of the incident, and the name and address of the owner of the damaged property, and
 - (4) A narrative explaining why the incident occurred.

Section 6 Special Events

No special event, including but not limited to air shows, air races, fly-ins, skydiving or other event, requiring the general use of the Airport, other than normal or routine Airport traffic, shall be held, unless formal written approval for the event has been granted by the County. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the County may require. Event planning will be in compliance with AC 00-61 and FAA Order 5190.6A.

Section 7 Public Use

The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the Airport Operations Area, and special events and like cases, as may be determined by the County. The Airport is provided by the County for the use, benefit, and enjoyment of the public.

Section 8 Common-Use Areas

Common-use areas include all runways for landing and take-off, taxiways, Airport lighting, all apparatus or equipment for disseminating weather and wind information for radio or other electrical communication and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common-use areas. All apron taxiways through leased areas shall be considered common-use areas available for use, in common, by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic.

T-hangar taxi lanes are also considered common-use areas. No FBO or other person shall use any common-use areas for the parking or storing of aircraft, the repair, servicing or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior written consent of the Airport Manager . County employees or Full Service FBOs are permitted to fuel aircraft in the T-hangar taxi lanes. Common-use area designations may be changed by the County at any time.

Section 9 Vehicular Traffic and Parking

The traffic laws of the Commonwealth of Virginia shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. All traffic, informational, and warning signs shall be obeyed. Except for fire-fighting equipment, ambulance and emergency vehicles responding to an emergency situation, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has been first obtained from the Airport Manager or his designated representative. This permission is not required for personal vehicles operating on the tie-down ramp areas, to and from a parked aircraft, or to the T-hangar areas by T-hangar renters. The pilot in command of said aircraft, or his or her authorized representative, must drive the vehicle onto the ramp area. Vehicles shall be insured according to the laws of the State in which the vehicle is registered. Operators of vehicles in violation of these rules shall be subject to arrest and having their vehicles towed, if necessary, at the owner's expense. In addition to the foregoing, the following rules apply to vehicles operated at the Airport:

- a. No person shall operate a motor vehicle at the Airport in a reckless or negligent manner.
- b. No person shall operate a motor vehicle in the Airport Operation Area portion of the Airport, in excess of 15 miles per hour, except for fire, emergency, or law enforcement vehicles responding to an actual emergency, or during an emergency exercise.
- c. Pedestrians and aircraft shall have the right of way at all times.
- d. Parking shall not be allowed on the apron areas except to load and unload aircraft.
- e. Access to the Airport via security gates is for Airport tenants, their employees, guests or customers, County personnel, police, fire, miscellaneous emergency personnel, State and FAA personnel for maintenance of airport equipment, and contractors. Tenants are responsible for the conduct of their employees, guests and customers,

ensuring that they adhere to these Rules and Regulations. Gate cards may be obtained at the Airport administrative office and require the completion of a Security Gate Card/Opening Device - Issuance Record Form and refundable deposit. For further information on gate cards please refer to the Airport gate card/opening policy available at the Airport administrative office.

Section 10 Advertising and Signs

No signs or other advertising shall be placed or constructed upon the Airport, or any building, or structure, or improvement thereon, without having first obtained written approval from the County. The County may refuse permission for such signs if it determines that such signs are undesirable, unnecessary, or may create a safety hazard.

Section 11 Acceptance of Rules by Use

The use of the Airport shall constitute an acceptance by the user of these OPMS and shall create an obligation on the part of the user to obey these OPMS.

Section 12 OPMS Made Available

All persons permitted to do business on the Airport shall keep a current copy of these OPMS in their office or place of business, and shall make the copy available upon request.

Section 13 Pedestrians

All pedestrians at the Airport shall remain behind the fenced operations areas unless arriving or departing in an aircraft.

CHAPTER II

AIRCRAFT OPERATION AND AIRPORT TRAFFIC

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in conformity with procedures recommended in the AIM, and these Rules and Regulations, and all pertinent statutes, ordinances, laws, rules, regulations, minimum standards if applicable, orders and rulings of the FAA, VDOA and other appropriate governmental agencies. Each person operating an aircraft is responsible for the safety of its operation and the safety of others exposed to such operation.
- b. All aeronautical activities, other than the activities specifically described and allowed herein, shall be submitted to the County through the Airport manager and with the concurrence of the Airport Advisory Committee, in writing for approval prior to engaging in such aeronautical activity. The written request should thoroughly describe the activity, the operations, and all provisions for ensuring the safety of such operations. The requested aeronautical activity shall not be conducted until properly coordinated and approved in writing by the Airport Manager and until all other prerequisites to conduct such activity have been satisfied.
- c. All pilots of aircraft having radio equipment permitting two-way communications should contact the Airport Unicom on 123.075 to obtain Airport Advisory information, and announce their intentions when they are within 5 miles of the Airport. Pilots should also listen to the Automated Weather Observation System on 120.025. Pilots having radios permitting reception only, should maintain a listening watch on the Unicom frequency at the Airport when they are within 5 miles of the Airport.
- d. The attached traffic pattern map (APPENDIX "B") is made a part of these OPMS and each person operating an aircraft should comply with these traffic patterns as the recommended procedure, so as not to endanger other aircraft.

- e. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport.
- f. Aircraft shall not be operated carelessly or negligently or with disregard of the rights or safety of others.
- g. If the Airport Manager, or in his absence, a designated representative, believes the conditions at the Airport are unsafe for takeoffs or landings, it shall be within his or her authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable time so the unsafe condition may be corrected.
- h. In the event that any aircraft is wrecked or damaged, to the extent that it cannot be moved under its own power, the Airport Manager shall be notified immediately by the pilot in command of the aircraft, or the FBO, if the pilot in command is unable to give notice. Subject to governmental investigations and inspection of the wrecked or damaged aircraft, the owner or pilot of the aircraft, or the owner's agent or legal representative, shall take immediate action to move the aircraft from all landing areas, taxiways, ramps, tie-down areas and other traffic areas, and move it to a place designated by the Airport Manager. No such aircraft shall be permitted to remain exposed to view at the Airport for more than 24 hours. If the owner of the aircraft fails, for any reason, to remove the wrecked or damaged aircraft from the Airport as may be requested by the Airport Manager or to remove it from the Airport Operations Area as herein indicated, the FBO, will be tasked to perform this function. The removal and storage or disposal of such wrecked or damaged aircraft will be at the sole expense of the aircraft owner.
- i. Every aircraft owner, operator or lessee shall pay when due all charges for services received on premises, equipment, or goods leased and/or purchased.

Section 2 Parked Aircraft and Aircraft Owner Self Maintenance

- a. No person shall park, store, tie down or leave any aircraft on any area of the Airport other than that designated by the Airport Manager or by a Full Service FBO subject to approval of the Airport Manager.
- b. The pilot or owner of an aircraft shall properly secure the aircraft while it is parked or stored. Aircraft pilots or owners are solely responsible for parking and tying down their aircraft, including any special security

measures required by weather conditions or other conditions at the Airport. Aircraft pilots or owners shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or the pilot of such aircraft to comply with this rule.

- c. Snow removal shall be at the discretion of the Airport Manager or his designated representative and will be limited to Runways, Taxiways and paved taxi lanes. Other areas will be cleared as identified in the Airport's Snow Plan.
- d. Separate areas shall be designated by the Airport Manager for FBO aircraft and itinerant tie-downs. No person shall use any aircraft anchoring or tie-down facilities when such facilities are already in actual use by, rented to, or designated by the airport management for use by another person.
- e. Repairs to aircraft or engines shall be made in the areas designated for this purpose by the County, and not on any part of the landing area, taxiways, ramps or fueling service areas. No person shall allow a person who is not an Independent Contractor onto the Airport, to perform maintenance on their owned or operated aircraft. Any aircraft owner using an Independent Contractor to perform aircraft maintenance may be required to provide the County evidence of identification in a form acceptable to the County. Social Security records, corporate identification, etc., shall be deemed acceptable evidence of employment. An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance or inspection on their aircraft at the Airport unless said company or contractor is recognized by the County as an authorized licensed maintenance FBO as defined in these OPMS. "Unscheduled" maintenance is limited to the following:
 - (1) Warranted maintenance work that requires repair or additional attention by the warranting company.
 - (2) A major malfunction or other condition that prevents the aircraft from being flown to another airport for maintenance.
 - (3) Maintenance work that requires a specialty service that is not being provided by an existing FBO operating at the Airport.

- f. All aircraft maintenance shall be conducted strictly in accordance with these OPMS; all Federal, State, and County fire and safety regulations; all Federal, State, and County Rules and Regulations; air-worthiness directives, and other applicable rules and regulations. The designated area for owner maintenance is shown in APPENDIX "A."
- g. No Aircraft engines shall be started unless a competent operator is in control of the aircraft.
- h. No Aircraft engines shall be run up unless the aircraft is in such a position that the propeller or turbine engine blast clears all hangars, shops, other buildings, persons, other aircraft and automobiles or other vehicles, or in the area and the flight path of landing aircraft.
- i. Notwithstanding the above, the Airport Manager shall have the authorization, in his reasonable discretion, to control activities that concern health, welfare and safety of the Airport people therein.

Section 3 Taxiing

- a. All aircraft shall be taxied at a reasonable, safe speed.
- b. Aircraft awaiting take-off shall stop prior to the hold line, for the runway in use and in a position so as to have a direct view of aircraft approaching for a landing, and shall give full right-of-way to such approaching aircraft.
- c. No person shall taxi an aircraft until they have ascertained, by visual inspection of the area, that there will be no danger of collision with any person or object.
- d. Aircraft on the taxiway must stop before entering the runway, and allow aircraft which are exiting the runway in use, to clear the runway. Aircraft clearing the runway after landing, have the right-of-way over aircraft on the taxiway preparing to enter the runway.
- e. Back taxiing on any runway shall be done only if it can be done safely and only when no other taxi route is available.

Section 4 Traffic Rules

- a. All pre-takeoff checks should be completed prior to crossing the hold line for the active runway.

- b. All aircraft taking off shall proceed straight ahead to an altitude of at least 500 feet AGL, and after ascertaining there is no danger of collision with other aircraft, shall then follow normal practice as outlined in **APPENDIX "B,"** and the AIM.
- c. All aircraft intending to remain in the traffic pattern, shall continue to climb to the traffic altitude of 1000 feet AGL for singles and light twins, and 1500 feet AGL for heavy twins following procedures as described in the AIM, and thereafter follow the pattern as set forth on the attached traffic pattern chart (**APPENDIX "B"**). Ultralights and Helicopters should maintain an altitude of 500 feet AGL and remain clear of fixed wing traffic. Aircraft having flight characteristics which make the above procedure impossible, shall be flown at approach altitudes for that type of aircraft, and shall conform as nearly as possible to the pattern shown .
- d. Pilots should be proactive in an attempt to reduce noise impact, in and around the airport. Logical use of power management, speed and maneuvering will go a long way in community perceptions. This is a voluntary program, left to the discretion of the pilot in command.
- e. All IFR approaches in VFR weather conditions shall be conducted in accordance with the applicable FAR's and recommended procedures in the AIM.
- f. Ultralight operations guided by Section 11.

Section 5 Landings

- a. Aircraft entering the traffic pattern shall do so as described in the AIM.
- c. All aircraft shall turn off the runway as soon as reasonably possible after landing, and taxi only on designated taxiways.

Section 6 Fire Prevention and Aircraft Self - Service Fueling

- a. General - The purpose of this section is to provide fire prevention and self-service fueling OPMS for persons who service or fuel their own aircraft. Persons who intend to use flammable or volatile liquids at the Airport and/or fuel their own aircraft, shall do so in accordance with the requirements of the National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing, and FAA Advisory Circular 150/5230-4 (with change). The following shall apply, except where applicable codes differ, in which case the latter shall prevail.

- b. Flammable or Volatile Liquids - No person shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose. The procedures and precautions outlined in the criteria of NFPA pamphlet 410-D (Safeguarding Aircraft Cleaning, Painting, and Paint Removal) and NFPA pamphlet 410-F (Aircraft Cabin Cleaning and Refurbishing Operations) are hereby incorporated by reference and made part of this chapter as if fully set out herein, and shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids (as an example, Varsol has a flashpoint of 104 degrees and is acceptable and Kerosene has a flashpoint of 80 degrees and is unacceptable). Rags soiled with flammable substances shall not be kept or stored in any building at the Airport with the exception of County approved aircraft maintenance facilities, and then only if kept or stored in a manner acceptable to the Fire Marshall.
- c. Cleaning and Liquid Disposal - No person shall clean any engines or other parts of an aircraft in any hangar with flammable substances. If flammable liquids are used for this purpose, the operation shall be carried out in the open air in the designated owner maintenance area identified in APPENDIX "A." Fuels, oils, dopes, paints, solvents and acids shall not be disposed of or dumped into drains, on the aprons, catch basins, ditches (on or adjacent to the Airport), or elsewhere at the Airport. Such liquids shall be disposed of at an approved waste disposal point off Airport property.
- d. Cleaning Floors - Floors shall be kept clean and free of oil. The use of volatile or flammable solvents for cleaning floors is prohibited.
- e. Drip Pans - If required by aircraft design, drip pans shall be placed under engines and kept emptied in accordance with EPA regulations.
- f. Fueling Operations – No aircraft shall be fueled or de-fueled while its engine is running, or while in a hangar or other enclosed place. Adequate connections for bonding of electricity shall be continuously maintained during fueling. Persons may self-fuel only such aircraft as they own and provided such operation is conducted in accordance with NFPA 407, and these OPMS. Self-fueling shall be conducted only in those areas designated in APPENDIX "A."
- g. Fuel Storage - No fuels shall be stored on Airport property other than in the bulk storage and distribution system (Fuel Farm) owned and

maintained by the County except:

- (1) The fuel stored in a tank on a County maintenance vehicle used for the refueling of grounds maintenance equipment.
 - (2) The mobile refueling auto gas tank used by the County for the purpose of refueling the aircraft refueling vehicles.
 - (3) A maximum of five (5) gallons may be stored in NFPA approved container for the sole purpose of fueling aircraft or towing equipment.
- h. Fuel Servicing Vehicles - No person may operate on the Airport, fuel servicing vehicles (hereinafter referred to as "refuellers") for the purpose of personally dispensing fuel into an aircraft.

Section 7 Airport Industrial Park Leases

Owners of property in the Airport Industrial Park, who desire to access the airport taxiway constructed on the east side of the approach to runway 04, shall apply to the County for access. Use of the connecting taxiway to gain access to the landing area, shall be permitted by written agreement only and restricted to either aircraft use incidental to such residence or business without offering any commercial aeronautical services to the public on airport property or provide a singular, non-competing aviation service as determined by the airport commission. Through-the-fence operations, as referenced in FAA Order 5190.6A - Airport Compliance Requirements, shall not be permitted to provide aeronautical services to the public.

Section 8 Personal Aircraft Sales

Nothing contained herein shall prohibit any person from selling or advertising their own aircraft.

Section 9 Non-Commercial Sailplane Operations

- a. General -Although currently there are no commercial sailplane operations at the Airport, the purpose of this section is to establish standard ground operating and safety procedures for the operation of glider aircraft at the Airport should they become necessary in the future. No glider operations are permitted at the Airport without written permission of the Airport manager and express concurrence of the Airport Advisory Committee. Persons who operate glider aircraft shall comply with all items contained in this section.

- b. Communications - An onboard radio capable of transmitting and receiving local Unicom frequency (123.075) is recommended due to density of traffic. Notification to personnel operating the Unicom base station of the presence of glider operations for the purpose of pilot advisory information is also recommended.
- c. Standard Operating Procedures - Operator shall submit written standard operating procedures to be reviewed by the Airport manager, Airport Advisory Committee, and FAA Flight Standards District Office, prior to operating at the Airport.
- d. Ground Operations - Personnel and Equipment - Operator shall not exceed a specified number of motor vehicles (1) and personnel (3) to assist the glider and tow plane pilots while on the runways and taxiways, without written approval from the Airport manager. Said motor vehicle and personnel shall be pulled back from, remain clear of the runway safety area (250' feet from centerline), and not obstruct any aircraft taxiway, when not required for glider operations. Said motor vehicle must be equipped with yellow rotating light while in use in the AOA. No more than two (2) glider passengers shall be present in the staging areas at one time. Said passenger(s) shall be escorted to and from the staging area to the terminal building by a member of the operating personnel referenced above and said passengers shall remain outside the 250-foot safety area, except while actually acting as passenger(s) in the glider.
- e. Ground Operations - Glider Staging and Recovery - During the staging of the Sailplane for departure, the Sailplane shall be positioned no closer than 200 feet from the runway centerline. The tow plane shall remain behind the yellow hold short lines (250 feet from runway centerline) until the Sailplane has taken to the active runway. Upon return to the Airport, when not required for glider operations, the tow plane should be removed from the active runway and taxiways so as not to impede the flow of other aircraft traffic. The Sailplane must also be removed from the active runway and parallel taxiway as soon as possible. When necessary, the Sailplane and tow plane shall be repositioned onto the grass areas outside the 250 feet safety areas, adjacent to taxiways to yield to taxiing aircraft.
- f. Registration and Acknowledgment of Risk and Liability Agreement - Due to the introduction of personnel onto an active runway, and onto the runway and/or taxiway safety areas, any pedestrian within this area shall be required to register with the airport administration desk in the main terminal, persons operating sail planes shall sign applicable

acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

Section 10 Flying Clubs

In an effort to promote flying for the personal transportation of its members, to promote flying for pleasure, and to develop skills in aeronautics, including piloting, navigation, and awareness and appreciation of aviation requirements and techniques, the category of Flying Club is added to these OPMS.

All flying clubs desiring to base their aircraft and operate at the Airport, must comply with the applicable provisions of these OPMS. However, such clubs shall be exempt from regular fixed base operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Any such club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned by all of its members). The property rights of the aircraft shall be jointly held and no part of the net earnings of the club will accrue to any member in any manner. The club shall not derive greater revenue from the use of its aircraft, than the amount necessary for the operation, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet; except those reserves as may be deemed necessary for the above purposes, which may be accommodated and maintained.
- b. Aircraft owned by the club shall only be operated by club members. The club shall not conduct charter, air taxi, rental or any other commercial operations. The club shall not conduct aircraft flight instruction except for members. Any qualified mechanic who is a member and part owner of the aircraft owned and operated by a flying club, shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time. Maintenance shall be subject to the provisions of section 2.e., Chapter II, of these OPMS. Any qualified Flight Instructor who is a member and part owner of the aircraft owned and operated by the club shall not be restricted from performing flight instruction for members of the club.
- c. All such flying clubs and their members are prohibited from leasing or

selling any goods or services whatsoever, to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment.

- d. The flying club, with its initial application, shall furnish the County a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors; evidence of insurance in the form of a certificate of insurance in the minimum amounts required by the state of Virginia; number and type of aircraft; evidence that ownership is vested in the club; and operating rules of the club. Evidence of insurance shall be submitted to the Airport Manager on an annual basis during the renewal month of the policy. The books and other records of the club shall be available for review at any reasonable time by the County and the Airport Manager.
- e. The flying club shall comply with all Federal, State and County laws, ordinances, regulations and these OPMS.
- f. If the flying club violates any of the foregoing, or permits one or more members to do so, and the violation is not corrected within a reasonable time, as determined by the Airport Manager Services, the club shall be required to terminate all operations at the Airport and vacate the Airport.

Section 11 Ultralight Vehicles

- a. Before operating from the Airport, the ultralight pilot shall read and adhere to airport policy, and traffic pattern procedures.
- b. Ultralight vehicle operators shall maintain, as required by the State of Virginia, a combined single limit liability insurance policy. Operators shall provide proof of insurance upon request of the Airport Manager.
- c. Ultralight Operators wishing to pursue commercial operations, including instruction, must comply with page 33 of this manual.

Section 12 Aerial Advertising - Banner Towing

Any person wishing to use the Airport to pick up or drop an aerial advertising banner shall obtain the prior written approval of the Airport Manager. The Airport Manager shall require such safeguards as he deems necessary, to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and

waivers/authorizations to the FARs issued by the FAA. The County may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or taxiway safety areas shall be required to register with Airport Management in the main terminal, and sign applicable acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

Section 13 Parachute Jumping

Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Airport Manager as required by FAR 105.17. The Airport Manager shall require such safeguards as he deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FARs issued by the FAA. The County may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or Alpha taxiway safety areas, shall be required to register with the Airport management desk in the main terminal, and sign applicable acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

Section 14 Assigned Areas

No person authorized to operate on or conduct business activities at the Airport shall conduct any of its business activities, or park any aircraft, on any areas except those specified in the lease or written agreement. No FBO shall occupy any common use areas except as authorized by these OPMS or by the County.

Section 15 Aircraft Washing

All Aircraft and vehicle washing shall be conducted only in the area designated by the Airport Manager.

Section 16 Handling and Storing Hazardous Articles and Materials

The Culpeper County Airport has no cargo handling agent at the Airport. Hazardous cargo, including explosives, corrosives, and radioactive materials, are handled, stored, and transported to and from the Airport by the individual air/ground carrier, in accordance with the hazardous cargo specifications adopted by their company, in accordance with applicable Federal Regulations and prior approval by the Airport Manager.

Section 17 Compliance With Safety and Environmental Rules and Regulations

All users of the Airport shall comply with all County, Federal, and State safety and

environmental Rules and Regulations. A copy of Spill Prevention Control Plan and Stormwater Pollution Prevention Plan shall always be available at the office of the Airport Manager.

CHAPTER III

INFRACTIONS AND ENFORCEMENT

Section 1 Infraction Defined

Infraction means any of the following:

- a. A violation of these Rules and Regulations, or unsafe practices on or around the Airport.
- b. In the case of an FBO, a violation of the FBO Lease.

Section 2 Effect of Infraction

Any infraction by any person may result in a range of actions including warnings, suspensions or termination of the lease, contract or agreement under which such person is operating. Upon termination, such person may be informed as to their eligibility for a new lease, contract or agreement and may be suspended for a determined period or indefinitely from eligibility for a new lease, contract or agreement.

Section 3 Notice of Infraction and Termination

The County, acting through the Airport Manager, or another whom it may, from time to time, designate, shall give notice of termination by sending a letter, by certified mail, to the person at the address listed upon the relevant lease, contract or agreement or, at the option of the County, to the person's last known address.

Section 4 Hearings

Any person whose lease, contract or agreement shall hereafter terminate, may request a hearing before the County, provided such request is made in writing and received by the Airport Manager within ten (10) calendar days of the date of the County's notice of termination to such person. The hearing officer shall be the Airport Manager or designee. The County shall mail notice of the date, time and location of such hearing to the person requesting same, and such notice shall be mailed at least five (5) days in advance of such hearing date. At the hearing, the party requesting

the hearing may appear, may be represented by counsel and may present evidence. Upon completion of the hearing, the County shall affirm, revoke or modify the termination and shall give prompt written notice of its action, to the person requesting the hearing. Compliance with this hearing process is a prerequisite to initiating any other legal or administrative action.

Section 5 General

In addition to, any penalties otherwise provided by County ordinance or law, Federal Aviation Regulations, Virginia Aviation Law, and all other rules and regulations of the FAA, any person violating these OPMS may be promptly removed, either temporarily or permanently, from the Airport by the County and/or the Airport Manager.

CHAPTER IV

RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

The following rights, privileges and duties are hereby conferred and imposed upon individual users of the airport facilities, including, but not limited to, individual pilots, aircraft owners, tie-down and T-hangar renters.

- a. Each individual user, as defined herein, shall meet and maintain all requirements, and regulations and standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FAR's), Safety Bulletins, Advisory Circulars, Virginia Aviation Law, and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of each individual user of the Airport to fully inform themselves of, to keep current , and to completely and promptly comply, with all Federal, State and Culpeper County Airport Operating Procedures.
- c. Nothing contained herein shall restrict or limit the right of individual users to conduct such maintenance and repairs on their own aircraft, which are allowed by FAA or these Operating Procedures. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal, State, and County Operating Procedures, circulars, airworthiness directives and requirements, and such maintenance and repairs shall be conducted within the area designated for owner maintenance (APPENDIX "A") or in T-hangars leased by individual users of the airport, or at authorized repair facilities on the field. Aircraft maintenance conducted in T-hangars must be approved in writing by the lessor. It is understood that this approval will be withheld if such request is in violation of Chapter II, Section 2, Part e of these Operating Procedures, or other safety related practices identified by the Airport Manager, or State Fire Marshall.
- d. All individual users shall comply with these OPMS, regarding common

use areas, and shall not allow any maintenance or repair activities or any part thereof, to be conducted in said common areas, and shall comply with all safety and fire regulations in effect at the time, and as set forth herein in Chapter II, Section 6.

CHAPTER V

RESERVATION OF RIGHTS OF THE AIRPORT OWNER

Section 1 Explanation of Rights Reserved

The County of Culpeper, Virginia, owner and operator of the Culpeper County Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into, including, but not limited to, all Federal and State Grant Agreements with the FAA and VDOA for funding of improvements to the Airport. The County also reserves the right to make changes and modifications to these OPMS at any time.

CHAPTER VI
MISCELLANEOUS

Section 1 Severability

In the event that any provision of these OPMS shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these OPMS shall remain in full force and effect.

Section 2 Effective Date

These OPMS shall be effective on the date of approval by the County Board of Supervisors.

Culpeper Regional Airport Operating Procedures and Minimum Standards

APPENDIX A: Airport Layout Map

Culpeper Regional Airport Operating Procedures and Minimum Standards

APPENDIX B: Airport Traffic Pattern Map

Culpeper Regional Airport Operating Procedures and Minimum Standards

APPENDIX C: Acknowledgment of Risk and Liability Agreement - Runway & Taxiway Safety Area

ACKNOWLEDGMENT OF RISK AND LIABILITY AGREEMENT - RUNWAY AND TAXIWAY SAFETY AREA

As an individual or a business involved in operations, which I have described and attached, requiring pedestrian activity within the runway and/or taxiway safety area at the Culpeper County Airport, I acknowledge that my involvement with such activity exposes me to risk of personal injury and property damage from other participants and users of the Airport. The runway safety area is defined as a 500' wide area, measured 250' from the center on both sides of runway 04/22, extending the full length of the runway. The taxiway safety area is defined as a 158' wide area, measured 79' from the center on both sides of the taxiway extending the full length of the taxiway. In consideration of being permitted to engage in such operation at the Airport, I assume all the risk and liability that may arise from such operation. I agree (1) to defend, save and hold harmless the County of Culpeper, Virginia, its agencies, officers, employees and representatives (collectively, the "County"), all of the County's FBO's, their officers, managers, agents and employees from and against, any and all liabilities, damages, expenses, causes of action, suits, claims or judgments, and (2) to pay all attorneys fees, court costs, and other costs incurred in defending any claims which may accrue against, be charged to, be recovered from, or sought to be recovered from; the County or any FBO, their officers, managers, agencies, agents, employees, representatives or officials, by reason of, or on account of, damage to the property of, or the injury to, or death of, any person, arising from my negligence or willful neglect, while involved in any aeronautical or non-aeronautical operation requiring pedestrian activity, within the runway and/or taxiway safety area.

Name:

Address:

City, State, Zip:

Signature:

Date:

COMMONWEALTH OF VIRGINIA
COUNTY OF CULPEPER, to-wit:

I, _____, a Notary Public in and for the Commonwealth and
County aforesaid, do hereby certify that _____, whose name
is signed to the foregoing Agreement has acknowledged the same before me in my
jurisdiction aforesaid.

Given under my hand this _____ day of _____, 1996.

My Commission Expires: _____

Notary Public

Culpeper Regional Airport Operating Procedures and Minimum Standards

APPENDIX D: ACCIDENT REPORTING FORM CULPEPER COUNTY AIRPORT

In accordance with the accident reporting provisions of the OPMS governing the operation of the Culpeper County Airport, it is mandatory to report any damage to public property and any injury requiring medical attention. Damage to privately-owned property located within the confines of the Airport is to be reported to the owner. The Airport Manager will help you with contacting the owner.

This form is for local Airport usage and does not replace the reporting requirements of NTSB-830 with regard to aircraft accidents and incidents. A copy of a Federal accident report may be submitted in lieu of this report.

ACCIDENT / INCIDENT REPORT FORM CULPEPER REGIONAL AIRPORT

TO: Airport Manager

Date:

1) Name of Person:

Address:

Phone: (H)

(W)

2) Date/Time incident occurred:

3) Where did incident occur (Exact Location):

4) Nature and Extent of injuries:

5) Description of incident/accident/injury:

6) Name of doctor or hospital:

7) Weather condition(s):

8) Kind of property and extent of damage (use reverse for vehicles and aircraft):

9) Name of owner:

Address:

Phone: (H)

(W)

10) Person(s) notified:

11) 911: Yes / No Time: (If yes fill out a-c)

a) Fire Department on Scene Yes / No Time:

b) Police on Scene Yes / No Time:

	c) Ambulance on Scene	Yes / No Time:
12) Vehicle/Aircraft identification (number 1)		
Name of owner:		
Address:		
Phone: (H)		(W)
N Number (or Tag & state)		Year : Make:
Model:		Serial number
13) Vehicle/Aircraft identification (number 2)		
Name of owner:		
Address:		
Phone: (H)		(W)
N Number (or Tag & state)		Year: Make:
Model:		Serial number
14) Name of Witness		
Address:		
Phone: (H)		(W)
15) Name of Witness		
Address:		
Phone: (H)		(W)
16) Remarks or additional information:		
17) Prepared By (print):		Signature:

Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

"AGL" means an altitude expressed in feet measured above ground level.

"AIM" means Airman's Information Manual which is a publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot's instructional manual in the National Airspace System of the United States.

"Aeronautical Activities" means any activity which involves, makes possible, or is required for, the operation of aircraft, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: air taxi and charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering, and auto parking lots.

"Airport" means the Culpeper Regional Airport (CJR) and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan, or as it may hereafter be extended, enlarged or modified.

"Airport Manager" means the person or their designee, appointed by the County to manage the Airport.

"Airport Operation Area" (AOA) means the area of the airport used, or intended to be used, for landing, take off or surface maneuvering of aircraft, including the associated hangars and navigational and communication facilities.

"Approved Airport Layout Plan" means a Fully executed plan that includes approval signatures from the FAA, VDOA and Culpeper County,

showing boundaries and proposed additions to all areas owned or controlled by Culpeper County for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location at the Airport for existing and proposed non-aviation areas and improvements therein.

"County" means the County of Culpeper, Virginia, and its Board of Supervisors, designated officials, officers, employees or representatives.

"Engine Run-up" means a pre-takeoff check of the performance of the engine, and in aircraft with controllable pitch propellers, the operation of the propeller. This procedure is also used to check the working condition of the magnetos to ensure that each set works satisfactorily and independently of the other.

"Employee" means a person who is on payroll of the County of Culpeper.

"Independent Contractor" means a person hired by an aircraft owner to perform specific services.

"FAA" means the Federal Aviation Administration.

"FAR" means Federal Aviation Regulations.

"FBO" means any Fixed Based Operator(s) duly licensed and authorized by written agreement with the County, to operate at the Airport under strict compliance with such agreement, and pursuant to these OPMS.

"Flying Club" means a not for profit organization established for the personal transportation of its members, and to promote flying for pleasure, and to develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

"FSDO" means the Flight Standards District Office.

"Full Service FBO" means a Fixed Base Operator who provides retail aviation services that may include, but not necessarily be limited to: fuel and oil sales and or aircraft maintenance. The FBO will be duly licensed and authorized by written agreement with the County to operate at the Airport, under strict compliance with such agreement, and pursuant to these Rules and Regulations.

"Heavy Twin" means a multi-engine aircraft with a gross weight exceeding 12,500 pounds.

"IFR" means Instrument Flight Rules which govern the procedures for conducting instrument flight.

"Individual Users" includes individual pilots, aircraft owners, tie-down and T-hangar renters, transient users, and other individual users of the Airport, whether natural persons or other entities.

"Land side" means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.

"Light Twin" means a multi-engine aircraft with a gross weight of less than 12,500 pounds.

"MSL" means an altitude expressed in feet measured from Mean Sea Level.

"Minimum Standards" means the standards which may from time to time be established by the County, as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at the Airport.

"NFPA" means the National Fire Protection Association.

"NOTAM" means a "Notice to Airmen" published by the FAA.

"Pedestrian" means any person traveling on foot; or utilizing any other mode of transportation, other than a registered aircraft.

"Proprietary Aeronautical Activity" means an activity, as prescribed by FAA Advisory Circular 150/5190-2A (Exclusive Rights at Airports), in which the County may engage, while denying others the right to engage in the same activity.

"Shall". The word "**shall**" is always mandatory.

Special Fixed Base Operator or "Specialized Aviation Service Operations" (SASO) are aeronautical businesses that offer a single or limited service.

"Unicom" means a non governmental communications facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.

"VDOA" means the Virginia Department of Aviation.

Minimum Standards

These Minimum Standards are developed to insure that all entities engaging, or wishing to engage, in commercial aviation activities at Culpeper Regional Airport (referred to hereafter as CJR) are provided with a set of equitable standards governing commercial operations at CJR. These standards may from time to time be updated, changed or otherwise revised in order to more accurately reflect current conditions. Entities wishing to engage in commercial activities shall adhere to the following minimum standards.

1. Independent Contractors (as defined by the OPMS)

- a. Flight instruction may be given by independent flight instructors to persons who own aircraft provided that the flight instructor is licensed to operate by the County of Culpeper. The flight instructor must be insured in accordance with the OPMS of CJR and must have written permission from the Airport Manager to utilize the conference/training room for briefing and debriefing.
- b. Mechanic work may be performed by independent aviation mechanics under contract to persons who own aircraft based at CJR, provided that the mechanic is licensed to operate by the County of Culpeper, and is insured in accordance with the OPMS of CJR. The extent of this work will be limited to aircraft annual inspections and routine maintenance. Major repairs such as engine overhauls, engine changes, or major airframe alterations are prohibited.
- c. Warranty work by the manufacturer, or his representative, is excluded from these limitations.

2. Specialized Aviation Service Operator (SASO) (as defined by the OPMS)

- a. SASOs, must meet the following minimum standards. A SASO must be licensed by the County of Culpeper and must be insured in accordance with the OPMS of CJR. If a SASO desires to give flight instruction utilizing their own aircraft, Hot Air Balloon, Ultralight etc., they must lease adequate office space with a minimum of 100 sq. ft. or as determined by the Airport Manager.
- b. Aviation maintenance mechanic working at CJR, must be licensed by the County of Culpeper, and must be insured in accordance with the OPMS of CJR. They must have available a hangar, office space, and restroom facilities for their customers. The hangar or

shop space must be a minimum of 1,250 sq. ft.